

AN AMENDED SUBSTITUTE ORDINANCE

BY: FINANCE AND EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA (“CITY”), TO ACCEPT AND EXECUTE A DEED FOR APPROXIMATELY 7.2 ACRES OF PROPERTY IN THE CITY LOCATED ON RICKENBACKER WAY KNOWN AS THE BLUE HERON NATURE PRESERVE (“BLUE HERON NATURE PRESERVE PROPERTY”) FROM THE CHATTOWAH OPEN LAND TRUST, INC., FOR AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$ 10,000.00) AND TO FUND DUE DILIGENCE AND PURCHASE SERVICES IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000.00), SAID AMOUNTS TO BE PAID FROM THE GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET IN 1C28 (GENERAL GOVERNMENT CAPITAL OUTLAY FUND) 571001 (LAND) Y63F060392BG (CITYWIDE GREENWAY TRAIL PROJECTS) AND AMENDING THE 2007 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT BY TRANSFERRING BETWEEN ACCOUNTS THE SUM OF THIRTY THOUSAND DOLLARS (\$30,000.00); AND AMENDING THE 2007 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT , BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN AN AMOUNT NOT TO EXCEED \$30,000.00; TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (“MOU”) WITH THE BLUE HERON NATURE PRESERVE, NON PROFIT ORGANIZATION, FOR THE MAINTAINENCE OF THE BLUE HERON NATURE PRESERVE PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the Blue Heron Nature Preserve property, as described in Exhibit “A” hereto is undeveloped, forested land located on Rickenbacker Way in the northwestern section of the City of Atlanta (the “City”), Parcel Identification Number 17-0096-0003-026 (the “ Blue Heron Nature Preserve Property”); and

WHEREAS, the City wishes to keep the Blue Heron Nature Preserve Property in its undeveloped, forested state, and to add the Property to the City’s greenspace inventory; and

WHEREAS, the preservation of the Blue Heron Nature Preserve from development is consistent with the City’s goals of acquisition and preservation of additional greenspace; and

WHEREAS, the Chattowah Open Land Trust, Inc., dba Georgia Land Trust, Inc., the present owner of the Property (the “Owner”), has agreed to donate and convey the Blue Heron Nature Preserve Property to the City for an amount sufficient to reimburse substantiated 2005, 2006 and 2007 taxes and expenses not to exceed ten thousand dollars (\$10,000.00); and

WHEREAS, the Blue Heron Nature Preserve non-profit organization (“BHNP”) has agreed to maintain the Blue Heron Nature Preserve Property at no cost to the City and will enter into a Memorandum of Understanding (MOU) with the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: The Chief Procurement Officer or his designee, on behalf of the City, is hereby authorized to negotiate with the Owner to accept the donation of approximately 7.2 acres of real property located on Rickenbacker Way, NW, Atlanta, Georgia, Parcel Identification Number 17-0096-0003-026 (known as the “Blue Heron Nature Preserve Property”) and to reimburse the Owner in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for substantiated taxes and expenses for 2005, 2006 and 2007 (“Expenses”). Said Expenses shall be paid from Fund, Account Center Number 1C28 (General Government Capital Outlay Fund), 571001 (Land), Y63F060392BG (Citywide Greenway Trail Projects).

SECTION 2: The Chief Procurement Officer or his designee is hereby authorized to obtain a title report, a survey, and to perform environmental assessments and other due diligence services (collectively “Due Diligence Services”) to determine whether the City should accept the donation of the Blue Heron Nature Preserve Property. Said Due Diligence Services shall be paid from Fund, Account Center Number 1C28 (General Government Capital Outlay Fund), 571001 (Land), Y63F060392BG (Citywide Greenway Trail Projects), and shall be in an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

SECTION 3: The 2007 General Government Capital Outlay Fund Budget Department of Planning and Community Development is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

1C28	General Government Capital Outlay Fund
792001	Reserve, Designated
T31X04109991	Administrative Development Recoupment
	Fees

\$30,000.00

TRANSFER TO APPROPRIATIONS

1C28
771001
Y63F060392BG

General Government Capital Outlay Fund
Land
Citywide Greenway Trail Projects

\$30,000.00

SECTION 4: The requirements of the City Code Section 2-1541 (d), of the Procurement and Real Estate Code, are waived to allow the purchase of the Property on behalf of the City without further authorization by the City Council.

SECTION 5: The Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the Law Department deems to be necessary or advisable in order to carry into effect the intent of this ordinance. These instruments shall include but not be limited to deed restrictions on the Limited Warranty Deed and the Memorandum of Understanding attached hereto as Exhibit "B."

SECTION 6: The City Attorney is hereby directed to prepare for execution by the Mayor, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this ordinance, said documents to be approved as to form by the City Attorney or her designee.

SECTION 7: Said deeds, instruments, and other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability there under, until the same has been signed by the Mayor, attested to by the Municipal Clerk and approved to form by the City Attorney.

SECTION 8: Upon final execution of the Limited Warranty Deed, the City hereby dedicates the Property in perpetuity as a public park and shall abide by all of the terms of said Limited Warranty Deed and the Department of Parks, Recreation and Cultural Affairs is hereby charged with all responsibility for the Property.

SECTION 9: All Ordinances and parts of Ordinances in conflict herewith are hereby waived for purposes of the Ordinance only, and only to the extent of the conflict.

AMENDMENT FORM

COMMITTEE: FINANCE/EXECUTIVE

PAGE NUMBER(S): 2+3

ORDINANCE I.D. # (S): 07-0-1675

SECTION #: 3

RESOLUTION I.D. #: _____

PARAGRAPH: _____

DATE: 9/12/7

INITIAL: DP

~~Delete The Transfer From Appropriations and
Transfer to Appropriation portions of Section 3~~

Delete the Increase Anticipations and
Increase Appropriations portion of
Section 3.

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FINANCE AND EXECUTIVE COMMITTEE**

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TRANSFER TO APPROPRIATIONS

1C28	General Government Capital Outlay Fund
771001	Land
Y63F060392BG	Citywide Greenway Trail Projects

\$30,000.00

INCREASE ANTICIPATIONS

1C28	General Government Capital Outlay Fund
697201	DRF – Parks North
Y63F060392BG	Citywide Greenway Trail Projects

\$30,000.00

INCREASE APPROPRIATIONS

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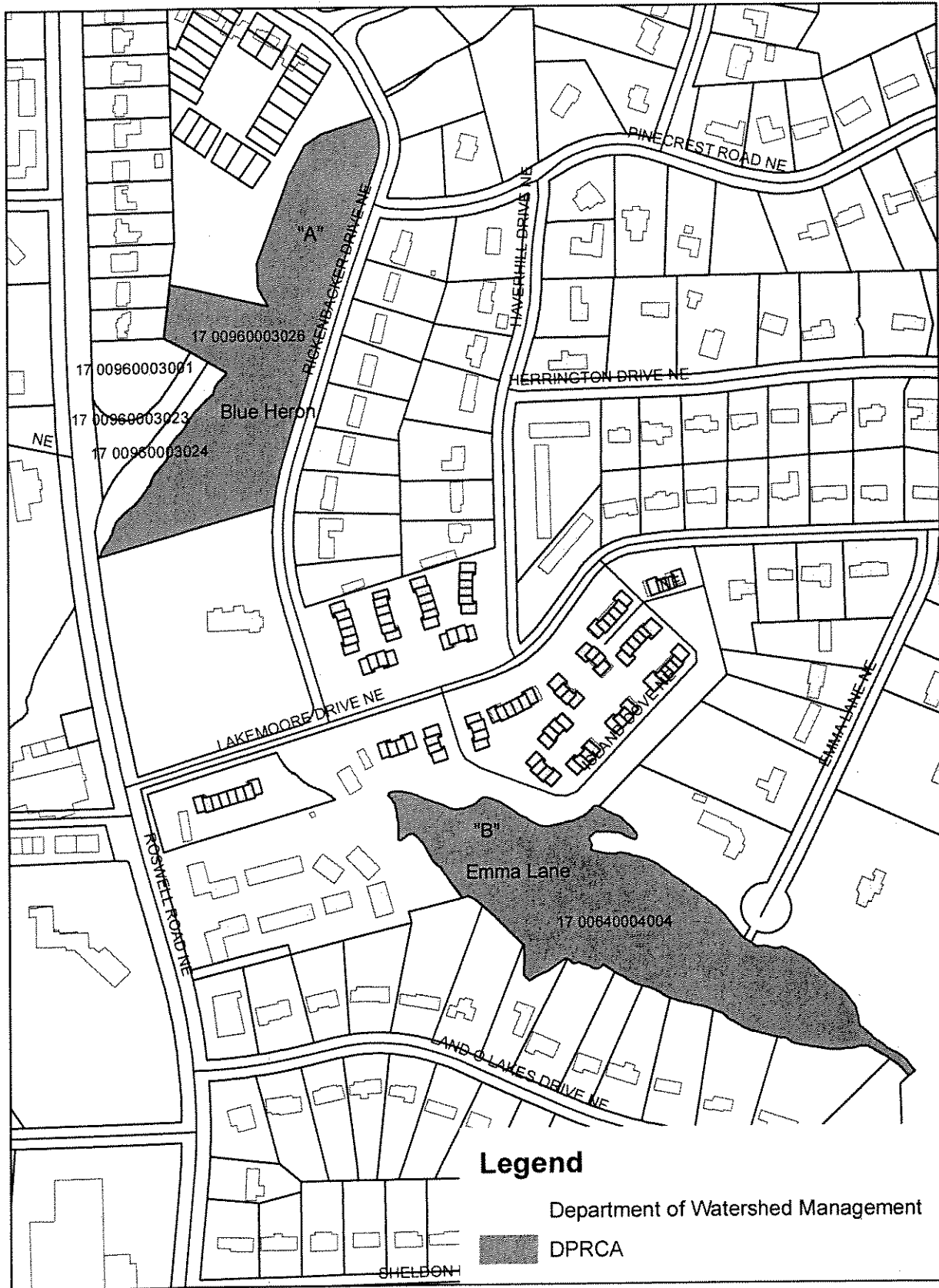
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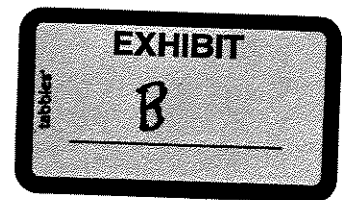
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Exhibit A





MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ATLANTA AND THE BLUE HERON NATURE PRESERVE

This Memorandum of Understanding ("MOU"), dated this ____ day of _____, 2007, is between the City of Atlanta ("City") and the Blue Heron Nature Preserve, Inc. ("BHNP") (collectively, the "Parties").

I. Background

The BHNP is a non-profit organization whose mission is, in part, to develop, enhance, and maintain Blue Heron Nature Preserve and Emma Lane, which parcels are located in Northeast Atlanta, Georgia and owned by the City, and more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "Preserve"), to the benefit of the City, citizens of Atlanta, its many visitors, and its natural habitat on behalf of the City. The City desires to assist the BHNP with this mission.

The City owns a certain parcel of land for the benefit of the Department of Watershed Management ("DWM") and for the operation and maintenance of certain sewer facilities and for other sewer purposes (hereinafter, "Watershed Property"), said Watershed Property being more particularly described in the plat and legal description, attached and incorporated into this MOU by reference as Exhibit "B". The City recognizes a benefit to preserve a portion of the Watershed Property in its natural condition and to allow limited use (as contemplated by Article VIII, Section 2 of this MOU) of the same to the extent that such use does not interfere or otherwise conflict with the use of the property for sewer purposes. To that end, the City desires to utilize BHNP to enhance and maintain the Watershed Property in its natural habitat subject to and consistent with the terms of this Agreement and in conjunction with the management of the Preserve owned by the City on behalf of the Department of Parks and Recreation.

The purpose of this MOU is to lay the foundation for a cooperative working relationship between the Parties, and to establish the role of each Party in that relationship, as the Parties work together to further their common goal of refurbishing, enhancing, and maintaining the Preserve in its natural environment. Refurbishment, enhancement, and maintenance of the Preserve shall include but not be limited to the design, installation and maintenance of limited improvements to the Preserve; maintenance of environmentally friendly landscape improvements; maintenance of the Preserve so that its natural condition is preserved and it is consistently in a safe condition; and organization of limited educational programs in the Preserve.

II. General Agreements: Role of Each Party in Working Relationship

The following is a list of agreements regarding the basic roles of the City and the BHNP in their working relationship established by this MOU.

- A. The City shall maintain ownership of the Preserve.

- B. The City shall maintain its authority to make final decisions regarding the Preserve in accordance with this MOU, and subject to the provisions of the Limited Warranty Deed between the Georgia Land Trust and the City of Atlanta regarding the Preserve. The City and BHNP shall act in the spirit of good faith cooperation.
- C. All City decisions regarding the Preserve shall be made and communicated in writing by the Commissioner, Acting Commissioner, or Interim Commissioner of the Department of Parks, Recreation and Cultural Affairs ("the Commissioner"), or her/his designee, unless the Commissioner, the City Attorney, the Atlanta Mayor or the Atlanta City Council determines that the decision should be made in some other manner. The BHNP shall refurbish, enhance, and maintain the Preserve, subject to approval by the City.
- D. Project proposals and implementation plans for refurbishments and other initiatives in the Preserve shall be prepared by the BHNP, based on available funds and an approved public process. BHNP shall comply with the City's review and approval process, including but not limited to receiving the Commissioner's written approval of the same, for Preserve projects, improvements and initiatives, said process to be established by the Commissioner. BHNP shall be responsible for determining any and all other governmental bodies and/or regulatory agencies from which approval must be obtained, if any. BHNP shall not begin work on these projects, improvements or other initiatives until it has successfully completed the City's review and approval process, the Commissioner has provided written approval of the same, and it has received written approval from any other governmental body or regulatory agency from which approval is required, if any.
- E. BHNP shall be responsible for implementing the refurbishments, improvements or other initiatives that promote and maintain the natural habitat of the Preserve and that have been approved as set forth in section IIE above.
- F. When a decision regarding the Preserve is to be made solely by the Commissioner, the Commissioner shall review, provide feedback on, and if appropriate, provide approval of any and all submissions by the BHNP within thirty days of receipt thereof. In the event that the approval process requires more than Commissioner approval, as determined pursuant to section IIC above, the thirty day time limit shall not apply.
- G. The City shall have the right, but not the obligation to oversee all work performed upon the Preserve, including but not limited to projects, construction of capital improvements, landscaping, and other initiatives.

- H. BHNP shall have primary responsibility for raising additional funds for the Preserve, and will oversee the use of funds it raises, making certain that such funds for the Preserve are utilized consistent with any approved plans and this MOU.
- I. Other parties may contribute to the refurbishment and preservation of the Preserve, as long as all gifts are in conformance with the terms of this MOU and any approved plans and subject to City approval and oversight. Prior to the City's deciding whether to accept any such improvements to the Preserve, the Commissioner shall consult with BHNP and shall consider the views and recommendations of BHNP. The final decision regarding whether to accept the improvements shall belong to the City exclusively.
- J. Though the City has the right to oversee all work being performed at the Preserve by or on behalf of BHNP, it is not obligated to do so. In addition, though the City has the right to suspend a Preserve project being performed by or on behalf of the BHNP if the project creates a safety hazard, the City is not obligated to inspect the work to determine if a safety hazard exists, and shall not be deemed liable by BHNP in the event that the City does not detect a safety hazard. The quality and safety of the work performed by or on behalf of BHNP is the responsibility of BHNP and not the City.
- K. The City shall be responsible for any claim, damage, loss or expense arising from the Preserve that is attributable to intentional or negligent acts, errors, or omissions by the City, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/subcontractors, or their officers, agent or employees. The BHNP shall be responsible for any claim, damage, loss or expense arising from the Preserve that is attributable to intentional or negligent acts, errors, or omissions by the BHNP, its consultants/contractors or their officers, agents or employees, or, its consultants'/contractors' subconsultants/ subcontractors, or their officers, agent or employees. Neither this MOU, nor this provision specifically, shall waive the City's nor the BHNP's right to be indemnified, defended and/or held harmless by consultants, contractors, their subconsultants and/or subcontractors, the officers, agents or employees of those companies, or any one else performing work at or related to the Preserve.
- L. Any personnel employed by or volunteering on behalf of BHNP shall be deemed "employees" or "volunteers" respectively of BHNP, and shall not be deemed employees or volunteers of the City. BHNP shall remain responsible for the supervision, management and control of such

employees and volunteers and any payroll, taxation or other employment obligation incident to their work.

- M. BHNP shall maintain general liability insurance in the amount of \$1,000,000 bodily injury and property damage combined single limit, regarding all work performed at the Preserve by BHNP's volunteers, contractors and subcontractors, including but not limited to demolition and construction work. The City shall be covered as an additional insured under the general liability insurance policy, and such insurance shall be primary with respect to the additional insured.
- N. The City and the BHNP shall not discriminate based upon race, creed, color, religion, sex, national origin, marital status, age, disability, sexual orientation, or gender identity in the acceptance of contractors, subcontractors, members, volunteers, or any other form of implementation of this MOU.
- O. BHNP shall maintain records and accounts in connection with the performance of this MOU that will accurately document all funds received by the BHNP and all costs incurred by the BHNP, both direct and indirect, of whatever nature, for a period of three (3) years from the expiration of this MOU unless otherwise specified by applicable law. The City or its designated representatives shall have the right to examine and copy the records and accounts at all reasonable times, with advance notification. The City reserves the right to audit BHNP's records and accounts. Any such audit will be commenced within one year of the expiration of this MOU.
- P. In no event shall either of the Parties allow any activity of whatever kind to occur or to obtain a presence in the Preserve, where such activity is inconsistent with the restrictions on and the dedicated use of the Preserve as set forth in the Deed and this MOU.
- Q. For the avoidance of doubt, the Parties acknowledge that (i) the Preserve is subject to the terms set forth in the Deed, and nothing contained in this MOU amends, alters or modifies any of the rights, obligations and terms of said Deed, and (ii) the Preserve is intended to be a nature preserve, open to the public.

III. City Responsibilities

In addition to the responsibilities listed above, the City shall have the following responsibilities:

- A. Maintain the full range of commitments to the Preserve, including but not limited to basic maintenance; and litter control, and provide a letter, reflecting those commitments to BHNP for fundraising purposes.

- B. Provide maintenance of the Preserve infrastructure.
- C. Provide sanitation services for the Preserve at no cost to BHNP. Sanitation services shall include weekly garbage collection.
- D. Provide, or arrange and pay for provision of all utilities for the Preserve.
- E. Make certain that all funds committed by the City to the Preserve are used effectively, efficiently, and as intended.

IV. BHNP's Responsibilities

In addition to the responsibilities listed above, the BHNP shall have the following responsibilities:

- A. Actively pursue and engage in fundraising to support initiatives for refurbishing and enhancing the Preserve.
- B. Create an environmentally friendly Preserve design that will include, but is not limited to, native plant landscaping.
- C. In addition to the City's performance of routine maintenance, provide additional maintenance so that the Preserve remains in a safe and attractive condition, ensuring that all capital improvements are adequately maintained to protect the investments made. BHNP shall submit a seasonal maintenance plan to the Commissioner once every three months, no later than January 1, April 1, July 1, and October 1 of each year. The maintenance plan shall set forth the Preserve maintenance activities that BHNP proposes to perform in the upcoming three months, and BHNP shall not begin said maintenance until the maintenance plan is approved in writing by the Commissioner.
- D. Serve as the major catalyst for interested parties to be involved with the Preserve through advocacy, volunteer, and/or fundraising activities, and through working with the BHNP Board of Directors.
- E. Make certain that all funds committed by or to the BHNP for use regarding the Preserve are used effectively, efficiently, and as intended.

V. Contractors Performing Work on the Preserve

- A. The BHNP shall require all contractors and subcontractors performing any work related to this MOU to sign an agreement with the BHNP that includes the following indemnification provision, with the exception that the name of the contractor or subcontractor shall replace "Contractor" as used herein below:

"Indemnification and Hold Harmless Clause"

(1) Releases and Indemnification:

Contractor hereby releases and shall indemnify, defend, and hold harmless the City of Atlanta, its elected officials, officers, agents, employees, authorized representatives, successors, and assigns from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind or nature, whether arising before or after the termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, its officers, employees, agents, subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.

(2) Negligence and Waiver

Contractor's aforesaid release, indemnity, and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless. Contractor specifically waives any immunity provided against this indemnity by any industrial insurance or workers' compensation statute. Contractor further agrees that this agreement to indemnify, defend, and hold harmless the parties released shall not be limited to the limits or terms of the insurance, if any, required under this Agreement. This Indemnification and Hold Harmless provision shall survive any termination or expiration of this Agreement.

- B. The following insurance requirements must be met by every contractor and subcontractor that performs work related to the Preserve for or on behalf of the BHNP, and shall be included in a contract between the

BHNP and each of its contractors and subcontractors. Compliance is required by all contractors of any tier. Insurance requirements are based on information received as of the date of this MOU. The City reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this MOU.

1. The BHNP shall not allow its contractors or subcontractors to commence any work of any kind pursuant to this MOU until all Insurance requirements contained in this MOU shall have been complied with, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
2. Any and all companies providing insurance required pursuant to this MOU must meet the minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Company in the current Best's Key Rating Guide - Property - Casualty. The ratings for each company must be indicated on the Accord Certificate of Insurance form. For all contracts, regardless of size, companies providing Insurance under this MOU must have a current:
 - i. Best's Rating not less than A-; and current;
 - ii. Best's Financial Size Category not less than Class IX; and
 - iii. Authorization issued by the Insurance Commissioner, State of Georgia, to conduct and transact insurance contracts.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the BHNP, who shall promptly itself, or require its contractor to, obtain a new policy issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

3. Workers' Compensation and Employer's Liability Insurance

Every contractor and subcontractor that performs work related to the Preserve for or on behalf of the BHNP shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work related to the Preserve:

Workers' Compensation Statutory

Employer's Liability

Bodily Injury by Accident/Disease \$100,000 each accident

Bodily Injury by Accident/Disease \$100,000 each employee

Bodily Injury by Accident/Disease \$500,000 policy limit

4. **Automobile Liability Insurance**

Every contractor and subcontractor that performs work related to the Preserve for or on behalf of the BHNP shall procure and maintain Automobile Liability Insurance with not less than \$500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the contractor or subcontractor does not own any automobiles in the corporate name, non-owned and hire automobile coverage will be maintained in the amount indicated above.

5. Upon failure of BHNP to ascertain that each of its contractors and subcontractors furnishes, delivers, and maintains such insurance as herein provided, the City may suspend this MOU until such failure is corrected, and if not corrected in a reasonable amount of time the City may terminate this MOU. Failure of BHNP's contractor or subcontractor to take out and/or to maintain any required insurance shall not relieve BHNP, its contractors or subcontractors, from any liability under this MOU, nor shall these requirements be construed to conflict with the obligation of this MOU concerning indemnification.
6. The City shall be covered as an additional insured under any and all Insurance required pursuant to this MOU, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the Accord Certificate of Insurance and on any and all applicable Insurance policies.
7. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this MOU shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the company for the

agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the company or companies are currently in good standing in the State of Georgia.

VI. Term of MOU

This MOU will commence as of the date of its full execution, as shall be reflected on the first page of the MOU, and the MOU will continue in effect for five (5) years. Upon mutual agreement of the Parties, the Parties may renew this MOU for one additional five-year term.

VII. Suspension of Work and Termination of MOU

- A. In the event that the City determines that any work being performed on the Preserve, or any failure to perform work on the Preserve, is inconsistent with this MOU, and/or the project, improvement or initiative plans approved as set forth in section II above, the City shall immediately contact the BHNP in writing and shall articulate the corrective action required. The City shall state the number of days that BHNP shall have to implement the corrective action, and shall make such determination based upon the seriousness of the matter, the safety implications of the matter, and the amount of time that it would reasonably take to implement that type of correction. The City shall be reasonable with regard to granting extensions of time if BHNP indicates that it needs additional time and is making a good faith effort to implement the corrective action.
1. BHNP shall use its best efforts to implement the corrective action within the time set forth by the City in its written notice. In the event that BHNP needs additional time to implement the corrective action, it shall request an extension of time for a defined time period.
 2. In the event that BHNP does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to suspend the offending project until the corrective action is implemented, at no cost to the City.
 3. In the event that the offending action is a failure to perform work, including but not limited to maintenance work, and in the event that BHNP does not make a good faith effort to implement the corrective action within the time frame established by the City, either originally or in an extension of time, the City shall have the right to perform the

work or direct that the work be performed. BHNP shall reimburse the City for the reasonable cost of performing the work.

4. In the event that the City and BHNP disagree about the corrective action to be implemented, the Parties shall attend Alternative Dispute Resolution ("ADR") in an attempt to resolve the matter. Any work in dispute shall be suspended until the completion of the ADR.
 5. Should the Parties be unable to resolve the corrective action issue after ADR, the City shall have the right to terminate this MOU for cause, at no cost to the City.
- B. In the event that the City determines that any work being performed on the Preserve creates a safety hazard, the City shall suspend the work immediately and shall bear no cost associated with the suspension. The City shall immediately notify BHNP, in writing and by telephone, that the work has been suspended and the corrective action required. The work shall remain suspended until the corrective action is implemented.
- C. In the event that the City determines that any failure to perform work on the Preserve is creating a safety hazard, the City shall close the Preserve. The City shall immediately notify BHNP, in writing and by telephone, that the Preserve has been closed and the corrective action required. The Preserve shall remain closed until the corrective action is implemented.
- D. Either Party shall have the right to terminate this MOU without cause at any time prior to the MOU's expiration by giving written notice to the other Party at least thirty (30) days prior to the date such termination is to be effective. Should the City terminate this MOU prior to its expiration, the City shall reimburse the BHNP for the reasonable and proper unamortized costs of the capital improvements, if any, made by or at the cost of the BHNP and approved in writing by the Commissioner. The BHNP must document the costs of any and all capital improvements in a form and detail satisfactory to the Commissioner and submit the same within 30 calendar days following completion of the work for review and approval, for the purpose of establishing the unamortized costs of the improvements. The capital costs of the improvements shall be amortized based upon a straight-line depreciation schedule over the initial term of this MOU, with zero salvage value.
- E. Any termination or suspension of this MOU shall not have any impact on the Deed, which shall remain in full force and effect upon termination or suspension of this MOU.

VIII. Parties Responsibilities For Watershed Property

1. DWM owns, operates and maintains a wastewater storage and conveyance tunnel, flow intake shaft and structure and odor control facilities located within the Watershed Property, as depicted on Exhibit "B". DWM shall cause its facilities to be properly protected to secure the facilities with means and materials that are aesthetically consistent with the natural environment at DWM's cost. BHNP shall cause a noticeable plaque to be placed in an appropriate areas within the Watershed Property, which states "THIS PROPERTY IS PROPERTY OF THE CITY OF ATLANTA DEPARTMENT OF WATERSHED MANAGEMENT FOR WATER AND SEWER UTILITY PURPOSES AND IS NOT A PUBLIC PARK OR OTHERWISE OPEN TO THE PUBLIC FOR RECREATIONAL ACTIVITIES."
2. BHNP shall not improve or place any permanent or temporary fixtures on or within the Watershed Property without express written approval from the Commissioner of the Department of Watershed Management. All such improvements shall be consistent with DWM's water and sewer uses of the property and BHNP's use of the property as a passive greenspace.

The Watershed Property shall be maintained and utilized only as passive green space (for example, for purposes of gardening and/or any activities in connection with enjoyment of the Watershed Property in its natural state) and in a manner consistent with DWM's existing and future uses of the Watershed Property at DWM's sole but reasonable discretion. No land disturbing activities, using mechanized or other equipment that would require a land disturbance permit are permitted on Watershed Property.

3. The City expressly reserves all rights and interests to its ownership of the Watershed Property and superior use of the Watershed Property for its intended use for water and sewer purposes and in no way relinquishes such interest by way of this MOU. BHNP expressly acknowledges that the permissions granted in this MOU is in no way constitutes a dedication or use of the Watershed Property as a public park; and further acknowledges that such permissions granted in this MOU are expressly conditioned and subject to DWM's interest and uses of the Property.

BHNP acknowledges and agrees that the use of the Watershed Property is temporary until such time that the City identifies a need to utilize the Watershed Property for construction of a water or sewer project or otherwise a water or sewer use ("City Project") which, in the City's determination and discretion, would require limiting or otherwise discontinuing access to the Watershed Property. Upon a determination of DWM to utilize the Watershed Property for a City Project that affects the permissions granted herein, which permissions would then be inconsistent with DWM's needs for the Watershed Property, DWM shall provide 120 days written notification to BHNP of termination of this MOU to the extent that this MOU relates to the Watershed Property, at which time BHNP

shall cease all activities, vacate the Watershed Property and remove all temporary fixtures, equipment and belongings of BHNP from the Watershed Property. At such time, BHNP shall leave the Watershed Property in as good condition as existed at the time it assumed use of the Watershed Property. To the extent practicable and at the City's sole discretion, additional time may be granted 1) to effectuate the termination of this MOU and vacation of the Property; or 2) to generally develop a plan in conjunction with BHNP to meet the needs of the City with respect to any future City Project which may result in an amendment to this MOU in lieu of termination of this MOU.

4. The terms of this MOU, set forth outside of this section, shall be binding on the Parties, except to the extent that this section differs from the remaining terms of the MOU, in which case the terms contained in this section shall control.

IX. Miscellaneous Provisions.

Entire MOU.

This MOU supersedes all prior discussions and Agreements or MOUs among the parties with respect to the subject matter hereof. This MOU shall not be modified or amended in any respect except by written instrument executed by or on behalf of the Parties in the same manner as this MOU is executed and specifically referencing such a modification or amendment.

Binding Effect

This MOU shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

Severability

In the event any provision or portion of this MOU is held by any Court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provisions or portion never been a part hereof.

Further Assurances

On and after the Effective Date, each Party shall, at the request of any other, make, execute and deliver or obtain and deliver all such certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things which any Party may reasonably require to effectuate the provisions and the intentions of this MOU.

Captions

All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this MOU, shall not supplement, limit or otherwise vary the text of this MOU in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular paragraphs and subparagraphs by number refer to the text of the paragraphs or subparagraphs so numbered in this MOU.

Gender

Words of any gender used in this MOU shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

Exhibits

Each and every exhibit referred to or otherwise mentioned in this MOU is attached to this MOU and is, and shall be, construed to be made a part of this MOU by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned.

References

All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraphs of this MOU. Unless otherwise specified in this MOU, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import shall be deemed to refer to this MOU as a whole, and not to any particular paragraph or subparagraph hereof.

Rights Cumulative

Except as expressly limited by the terms of this MOU, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Notices

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by UPS Next Day Air Note or overnight courier, or by hand delivery by reputable courier, to each Party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any Party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective

Parties may send to the other Parties any notices, requests, demands or other communications required or permitted to be given hereunder by such Party.

To City: Commissioner Department of Watershed Management
Suite 5400
55 Trinity Avenue
Atlanta, Georgia 30303

and Chief Operating Officer
Office of the Mayor, Suite 2400
55 Trinity Avenue
Atlanta, Georgia 30303

with a copy to: City Attorney
68 Mitchell St., SW
Suite 4100
Atlanta, Georgia 30303

SITS 2323 Perimeter Park Drive, NE
Atlanta, Georgia 30341

To BHNP: Blue Heron Nature Preserve, Inc.
c/o Ms. Nancy Jones
2855 Peachtree Road, #116
Atlanta, Georgia 30305

Amendment and Assignment

The interest of the parties may not be assigned without prior written consent from the other party. This MOU shall not be amended except in writing by both parties.

Governing Law

This MOU, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflicts of laws thereof. The Parties hereby fix jurisdiction and venue for any action brought with respect to this MOU in Fulton County, Georgia.

No Partnership

This MOU shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liabilities on any Party. Furthermore, no Party shall have any right, power or authority to enter into any MOU or undertaking of or on behalf of, to act as or be an agent or representative of, or to otherwise bind any other Party.

Time of Essence

Time is and shall be of the essence in this MOU.

Waiver

The failure of any Party to seek redress for any violation of, or to insist upon the strict performance of, any term of this MOU will not prevent a subsequent violation of this MOU from being actionable by such Party.

IN WITNESS WHEREOF, the City and the BHNP have caused this MOU to be executed by their duly authorized officials, the day and year first above written.

ATTEST: **BLUE HERON NATURE PRESERVE, INC.:**

Authorized Officer

PRESIDENT

ATTEST: **CITY OF ATLANTA:**

Municipal Clerk (Seal)

SHIRLEY FRANKLIN, MAYOR

RECOMMENDED: APPROVED:

Commissioner,
Department of Parks, Recreation,
and Cultural Affairs

Chief Financial Officer

RECOMMENDED:

Commissioner,
Department of Watershed Management

APPROVED AS TO FORM: APPROVED:

Senior Assistant City Attorney

Chief Procurement Officer

Exhibit B



**AN ORDINANCE BY
FINANCE AND EXECUTIVE COMMITTEE**

07-0-1675

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA ("CITY"), TO ACCEPT AND EXECUTE A DEED FOR APPROXIMATELY 7.2 ACRES OF PROPERTY IN THE CITY LOCATED ON RICKENBACKER WAY KNOWN AS THE BLUE HERON NATURE PRESERVE ("BLUE HERON NATURE PRESERVE PROPERTY") FROM THE CHATTOWAH OPEN LAND TRUST, INC., FOR AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$ 10,000.00) AND TO FUND DUE DILIGENCE AND PURCHASE SERVICES IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000.00), SAID AMOUNTS TO BE PAID FROM THE GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET IN 1C28 (GENERAL GOVERNMENT CAPITAL OUTLAY FUND) 571001 (LAND) Y63F060392BG (CITYWIDE GREENWAY TRAIL PROJECTS) AND AMENDING THE 2007 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT BY TRANSFERRING BETWEEN ACCOUNTS THE SUM OF THIRTY THOUSAND DOLLARS (\$30,000.00); AND AMENDING THE 2007 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT , BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN AN AMOUNT NOT TO EXCEED \$30,000.00; TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE BLUE HERON NATURE PRESERVE, NON PROFIT ORGANIZATION, FOR THE MAINTAINENCE OF THE BLUE HERON NATURE PRESERVE PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the Blue Heron Nature Preserve property, as described in Exhibit "A" hereto is undeveloped, forested land located on Rickenbacker Way in the northwestern section of the City of Atlanta (the "City"), Parcel Identification Number 17-0096-0003-026 (the " Blue Heron Nature Preserve Property"); and

WHEREAS, the City wishes to keep the Blue Heron Nature Preserve Property in its undeveloped, forested state, and to add the Property to the City's greenspace inventory; and

WHEREAS, the preservation of the Blue Heron Nature Preserve from development is consistent with the City's goals of acquisition and preservation of additional greenspace; and

WHEREAS, the Chattowah Open Land Trust, Inc., dba Georgia Land Trust, Inc., the present owner of the Property (the "Owner"), has agreed to donate and convey the Blue Heron Nature Preserve Property to the City for an amount sufficient to reimburse substantiated 2005, 2006 and 2007 taxes and expenses not to exceed ten thousand dollars (\$10,000.00); and

WHEREAS, the Blue Heron Nature Preserve non-profit organization ("BHNP") has agreed to maintain the Blue Heron Nature Preserve Property at no cost to the City and will enter into a Memorandum of Understanding (MOU) with the City.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS as follows:

SECTION 1: That the Chief Procurement Officer or his designee, on behalf of the City, is hereby authorized to negotiate with the Owner to accept the donation of approximately 7.2 acres of real property located on Rickenbacker Way, NW, Atlanta, Georgia, Parcel Identification Number 17-0096-0003-026 (known as the "Blue Heron Nature Preserve Property") and to reimburse the Owner in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for substantiated taxes and expenses for 2005, 2006 and 2007 ("Expenses"). Said Expenses shall be paid from Fund, Account Center Number 1C28 (General Government Capital Outlay Fund), 571001 (Land), Y63F060392BG (Citywide Greenway Trail Projects).

SECTION 2: That the Chief Procurement Officer or his designee is hereby authorized to obtain a title report, a survey, and to perform environmental assessments and other due diligence services (collectively "Due Diligence Services") to determine whether the City should accept the donation of the Blue Heron Nature Preserve Property. Said Due Diligence Services shall be paid from Fund, Account Center Number 1C28 (General Government Capital Outlay Fund), 571001 (Land), Y63F060392BG (Citywide Greenway Trail Projects), and shall be in an amount not to exceed Twenty Thousand Dollars (\$20,000.00).

SECTION 3: That the 2007 General Government Capital Outlay Fund Budget Department of Planning and Community Development is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

1C28	General Government Capital Outlay Fund
792001	Reserve, Designated
T31X04109991	Administrative Development Recoupment
	Fees

\$30,000.00

TRANSFER TO APPROPRIATIONS

1C28	General Government Capital Outlay Fund
771001	Land
Y63F060392BG	Citywide Greenway Trail Projects

\$30,000.00

INCREASE ANTICIPATIONS

1C28
697201
Y63F060392BG

General Government Capital Outlay Fund
DRF – Parks North
Citywide Greenway Trail Projects

\$30,000.00

INCREASE APPROPRIATIONS

1C28
771001
Y63F060392BG

General Government Capital Outlay Fund
Land
Citywide Greenway Trail Projects

\$30,000.00

SECTION 4: That the requirements of the City Code Section 2-1541 (d), of the Procurement and Real Estate Code, are waived to allow the purchase of the Property on behalf of the City without further authorization by the City Council.

SECTION 5: That the Mayor, on behalf of the City, is authorized to execute any and all deeds, instruments or other documents that the Law Department deems to be necessary or advisable in order to carry into effect the intent of this ordinance. These instruments shall include but not be limited to deed restrictions on the Limited Warranty Deed and the Memorandum of Understanding attached hereto as Exhibit “B.”

SECTION 6: That the City Attorney is hereby directed to prepare for execution by the Mayor, any and all deeds, instruments, or other documents that the City Attorney deems necessary or advisable to carry into effect the intent of this ordinance, said documents to be approved as to form by the City Attorney or her designee.

SECTION 7: That said deeds, instruments, and other documents shall not become binding upon the City, and the City shall incur neither obligation nor liability there under, until the same has been signed by the Mayor, attested to by the Municipal Clerk and approved to form by the City Attorney.

SECTION 8: That upon final execution of the Limited Warranty Deed, the City hereby dedicates the Property in perpetuity as a public park and shall abide by all of the terms of said Limited Warranty Deed and the Department of Parks, Recreation and Cultural Affairs is hereby charged with all responsibility for the Property.

SECTION 9: That all Ordinances and parts of Ordinances in conflict herewith are hereby waived for purposes of the Ordinance only, and only to the extent of the conflict.

PARKS URGENT REAL ESTATE ACQUISITIONS LEGISLATION CHECK LIST

If possible, please submit a completed LRF. In the alternative, please submit the following information to LC:

Popular Name of Legislation: Blue Heron Nature Preserve Acquisition and MOU _____

Departmental Legislative Liaison: Debra F. Harris _____

Subject Matter Expert: Ellen Wichersham _____

1. Property Information

☐ Tax ID: 17-0096-0003-026 _____

☐ Street address: Rickenbacker Way _____

☐ Legal Description and / or Survey ☒ Attached ☐ Not available.

☐ Exhibit (s) ☒ Attached ☐ Not available.

☐ Acquisition cost and other terms of acquisition. Please provide additional explanations or clarifications of terms as necessary.

The City will be accepting a donation of the property from Chattowah Open Land Trust, Inc., dba, the Georgia Land Trust, Inc. The City will reimburse the Land Trust up to \$10,000 for substantiated taxes and expenses from 2005-2007. The MOU with the Blue Heron Nature Preserve will need to be attached as Exhibit B. Law is in the process of finalizing the document. _____

☐ Name of the Seller: Chattowah Open Land Trust, Inc., dba Georgia Land Trust, Inc. _____

☐ Contract expiration date, if applicable: Option to be signed with the Land Trust in the near future. _____

2. Funding Source – Name of responsible department staff for verifying fund account numbers: Melvin Anderson _____

Fund account name and number: Fund, Account Center Number 1C28 (Impact Fee), 571001 (Purchase of Land), Y63F060392BG (GreenSpace; Park North) _____

3. Estimated Closing date of the transaction: Upon signing of legislation. _____

4. Sample Legislation: ☒ Attached ☐ Use _____ template ☐ None or Similar Legislation : _Also, please reference the final version of the Peachtree Dunwoody legislation 07-O-1255 for similar account information from Park Impact Fee North. _____

5. Legislation Requested: ☒ Ordinance ☐ Resolution

Please note that legislation that has been held at the request of the responsible department staff will not be released unless so requested in writing.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

B. To be completed by the department :

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of this legislation is to authorize the acceptance of the donation of approximately 7.2 acres known as the Blue Heron Nature Preserve located on Rickenbacker Way from the Chattowah Open Land Trust, Inc., dba, the Georgia Land Trust, Inc. and to authorize an MOU with the non-profit organization known as the Blue Heron Nature Preserve.

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

In 2005, the Chattowah Open Land Trust, Inc., with the support of the community, acquired 7.2 acres to be preserved in perpetuity as greenspace. The non-profit

organization, Blue Heron Nature Preserve, was formed by the community with the goal of managing, maintaining and fundraising for the preservation of the property through and MOU with the City upon the City's acceptance of the donation from the Chattowah Open Land Trust, Inc. The City owns other parcels in the area which will also be managed by the Blue Heron Nature Preserve under the MOU.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:**

4. Fund Account Center: Fund, Account Center Number 1C28 (Impact Fee), 571001 (Purchase of Land), Y63F060392BG (GreenSpace; Park North)

5. Source of Funds: *Example: Local Assistance Grant*

6. Fiscal Impact: This legislation will result in the reduction in an amount not to exceed \$30,000 in Fund, Account Center Number 1C28 (Impact Fee), 571001 (Purchase of Land), Y63F060392BG (GreenSpace; Park North) and the transfer of appropriations from the General Government Capital Outlay Fund, Reserve Development Recoupment Fees, Administrative Parks North to the General Government Capital Outlay Fund, Purchase of Land, City Wide Greenspace Program.

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery:

Examples:

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.**
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.**

This Legislative Request Form Was Prepared By: Ellen Wickersham

EXHIBIT "A"
TRACT C

All that tract and parcel of land lying and being within Land Lot 96 of the 17th District of Fulton County, Georgia and being more particularly described as follows:

Beginning at a point on the westerly right of way of Rickenbacker Drive (a 50 foot right of way), said point being located 508.0 feet northerly as measured along said right of way from its intersection with Lakeshore Drive (50 foot right of way); From the point of beginning thus established, proceed South 76 degrees 07 minutes 22 seconds West along property now or formerly The Beech Building, 411.64 feet to a point on the easterly right of way line of Roswell Road (a 100 foot right of way) and the center line of Nancy Creek; running thence North 30 degrees 39 minutes 59 seconds East along the center line of Nancy Creek, 87.66 feet to a point; running thence North 46 degrees 14 minutes 17 seconds East along the center line of Nancy Creek, 60.92 feet to a point; running thence North 39 degrees 21 minutes 21 seconds East along the center line of Nancy Creek, 46.97 feet to a point; running thence North 32 degrees 39 minutes 39 seconds East along the center line of Nancy Creek, 62.71 feet to a point; running thence North 20 degrees 58 minutes 25 seconds East along the center line of Nancy Creek, 43.50 feet to a point; running thence North 30 degrees 46 minutes 11 seconds East along the center line of Nancy Creek, 58.22 feet to a point; running thence North 48 degrees 48 minutes 51 seconds East along the center line of Nancy Creek, 80.95 feet to a point; running thence North 42 degrees 05 minutes 02 seconds East along the center line of Nancy Creek, 45.21 feet to a point; running thence North 30 degrees 50 minutes 05 seconds East along the center line of Nancy Creek, 123.13 feet to a point; running thence North 26 degrees 30 minutes 47 seconds East along the center line of Nancy Creek, 83.40 feet to a point; running thence North 29 degrees 44 minutes 42 seconds East along the center line of Nancy Creek, 65.49 feet to a point; running thence North 23 degrees 27 minutes 58 seconds East along the center line of Nancy Creek, 71.39 feet to a point; running thence North 11 degrees 17 minutes 30 seconds East along the center line of Nancy Creek, 28.16 feet to a point; running thence North 25 degrees 09 minutes 00 seconds West along the center line of Nancy Creek, 48.01 feet to a point; running thence North 06 degrees 33 minutes 25 seconds East along the center line of Nancy Creek, 59.28 feet to a point; running thence North 22 degrees 05 minutes 14 seconds East along the center line of Nancy Creek, 113.41 feet to a point; running thence North 35 degrees 32 minutes 16 seconds East along the center line of Nancy Creek, 52.41 feet to a point; running thence North 43 degrees 45 minutes 49 seconds East along the center line of Nancy Creek, 49.91 feet to a point; running thence North 63 degrees 49 minutes 12 seconds East along the center line of Nancy Creek, 112.99 feet to a point on the southwesterly right of way of Rickenbacker Drive; running thence South 26 degrees 20 minutes 58 seconds East along the southwesterly right of way of Rickenbacker Drive, 41.86 feet to a point; running thence along the arc of a curve to the right along the southwesterly, westerly, and northwesterly side of Rickenbacker Drive, 98.84 feet to a point, said arc being subtended by a chord bearing South 02 degrees 45 minutes 12 seconds East, 96.07 feet, having a radius of 120.00 feet; running thence South 20 degrees 50 minutes 35 seconds West along the northwesterly side of Rickenbacker Drive, 227.51 feet to a point; running thence along the arc of a curve to the left along the northwesterly right of way of Rickenbacker Drive, 190.92 feet, said arc being subtended by a chord bearing South 19 degrees 34 minutes 26 seconds West, 190.90 feet, having a radius of 4,310.00 feet; running thence South 18 degrees 18 minutes 18 seconds West along the northwesterly right of way of Rickenbacker Drive, 340.00 feet to a point; running thence along the arc of a curve to the left along the northwesterly side of Rickenbacker Drive, 105.66 feet to an iron pin found, said arc being subtended by a chord bearing South 12 degrees 34 minutes 09 seconds West, 105.48 feet, having a radius of 527.73 feet, said iron pin found being the POINT OF BEGINNING and being more particularly shown as Tract C on Boundary and Topographic Survey by V. T. Hammond, Georgia Registered Land Surveyor No. 2554 and Watts & Browning Engineers, Inc. dated March 4, 1999, drafted on March 16, 1999, last revised August 19, 1999 and having 4.55957 acres.

Rickenbacker Drive

RICKENBACKER WAY

North

Roswell Road

TRACT
"B"
2.66312
AC

TRACT
"C"
4.55957
AC

DATE: 1964-06-10
BY: J. H. H.

1. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
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 10. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

Local Events

1. $2x + 3y = 12$	$2x + 3y = 12$
2. $4x - 5y = 20$	$4x - 5y = 20$
3. $7x + 2y = 14$	$7x + 2y = 14$
4. $9x - 3y = 18$	$9x - 3y = 18$
5. $11x + 4y = 22$	$11x + 4y = 22$
6. $13x - 6y = 26$	$13x - 6y = 26$
7. $15x + 7y = 35$	$15x + 7y = 35$
8. $17x - 8y = 34$	$17x - 8y = 34$
9. $19x + 9y = 45$	$19x + 9y = 45$
10. $21x - 10y = 52$	$21x - 10y = 52$
11. $23x + 11y = 55$	$23x + 11y = 55$
12. $25x - 12y = 60$	$25x - 12y = 60$
13. $27x + 13y = 63$	$27x + 13y = 63$
14. $29x - 14y = 68$	$29x - 14y = 68$
15. $31x + 15y = 75$	$31x + 15y = 75$
16. $33x - 16y = 82$	$33x - 16y = 82$
17. $35x + 17y = 85$	$35x + 17y = 85$
18. $37x - 18y = 90$	$37x - 18y = 90$
19. $39x + 19y = 95$	$39x + 19y = 95$
20. $41x - 20y = 102$	$41x - 20y = 102$
21. $43x + 21y = 105$	$43x + 21y = 105$
22. $45x - 22y = 110$	$45x - 22y = 110$
23. $47x + 23y = 115$	$47x + 23y = 115$
24. $49x - 24y = 122$	$49x - 24y = 122$
25. $51x + 25y = 125$	$51x + 25y = 125$
26. $53x - 26y = 132$	$53x - 26y = 132$
27. $55x + 27y = 135$	$55x + 27y = 135$
28. $57x - 28y = 140$	$57x - 28y = 140$
29. $59x + 29y = 145$	$59x + 29y = 145$
30. $61x - 30y = 152$	$61x - 30y = 152$
31. $63x + 31y = 155$	$63x + 31y = 155$
32. $65x - 32y = 160$	$65x - 32y = 160$
33. $67x + 33y = 165$	$67x + 33y = 165$
34. $69x - 34y = 172$	$69x - 34y = 172$
35. $71x + 35y = 175$	$71x + 35y = 175$
36. $73x - 36y = 182$	$73x - 36y = 182$
37. $75x + 37y = 185$	$75x + 37y = 185$
38. $77x - 38y = 190$	$77x - 38y = 190$
39. $79x + 39y = 195$	$79x + 39y = 195$
40. $81x - 40y = 202$	$81x - 40y = 202$
41. $83x + 41y = 205$	$83x + 41y = 205$
42. $85x - 42y = 210$	$85x - 42y = 210$
43. $87x + 43y = 215$	$87x + 43y = 215$
44. $89x - 44y = 222$	$89x - 44y = 222$
45. $91x + 45y = 225$	$91x + 45y = 225$
46. $93x - 46y = 232$	$93x - 46y = 232$
47. $95x + 47y = 235$	$95x + 47y = 235$
48. $97x - 48y = 240$	$97x - 48y = 240$
49. $99x + 49y = 245$	$99x + 49y = 245$
50. $101x - 50y = 252$	$101x - 50y = 252$
51. $103x + 51y = 255$	$103x + 51y = 255$
52. $105x - 52y = 260$	$105x - 52y = 260$
53. $107x + 53y = 265$	$107x + 53y = 265$
54. $109x - 54y = 272$	$109x - 54y = 272$
55. $111x + 55y = 275$	$111x + 55y = 275$
56. $113x - 56y = 282$	$113x - 56y = 282$
57. $115x + 57y = 285$	$115x + 57y = 285$
58. $117x - 58y = 290$	$117x - 58y = 290$
59. $119x + 59y = 295$	$119x + 59y = 295$
60. $121x - 60y = 302$	$121x - 60y = 302$
61. $123x + 61y = 305$	$123x + 61y = 305$
62. $125x - 62y = 310$	$125x - 62y = 310$
63. $127x + 63y = 315$	$127x + 63y = 315$
64. $129x - 64y = 322$	$129x - 64y = 322$
65. $131x + 65y = 325$	$131x + 65y = 325$
66. $133x - 66y = 332$	$133x - 66y = 332$
67. $135x + 67y = 335$	$135x + 67y = 335$
68. $137x - 68y = 340$	$137x - 68y = 340$
69. $139x + 69y = 345$	$139x + 69y = 345$
70. $141x - 70y = 352$	$141x - 70y = 352$
71. $143x + 71y = 355$	$143x + 71y = 355$
72. $145x - 72y = 360$	$145x - 72y = 360$
73. 14	

PROVIDENT SITE PLC

PIN 17-0096-0003-026



TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Debra F. Harris

Contact Number: (404) 817-6795

Originating Department: Parks, Recreation and Cultural Affairs

Committee(s) of Purview: Finance and Executive Committee

Chief of Staff Deadline: August 13, 2007

Anticipated Committee Meeting Date(s): August 28 & September 11, 2007

Anticipated Full Council Date: September 4, 2007

Legislative Counsel's Signature: Levy Harrison

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: _____

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR OR HER DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA ("CITY"), TO ACCEPT AND EXECUTE A DEED FOR APPROXIMATELY 7.2 ACRES OF PROPERTY IN THE CITY LOCATED ON RICKENBACKER WAY KNOWN AS THE BLUE HERON NATURE PRESERVE ("BLUE HERON NATURE PRESERVE PROPERTY") FROM THE CHATTAHOCCHIE OPEN LAND TRUST, INC., FOR AN AMOUNT NOT TO EXCEED TEN THOUSAND DOLLARS (\$10,000.00) AND TO FUND DUE DILIGENCE AND PURCHASE SERVICES IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS (\$20,000.00), SAID AMOUNTS TO BE PAID FROM THE GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET IN 1C28 (GENERAL GOVERNMENT CAPITAL OUTLAY FUND) 571001 (LAND) Y63F060392BG (CITYWIDE GREENWAY TRAIL PROJECTS) AND AMENDING THE 2007 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT BY TRANSFERRING BETWEEN ACCOUNTS THE SUM OF THIRTY THOUSAND DOLLARS (\$30,000.00); AND AMENDING THE 2007 GENERAL GOVERNMENT CAPITAL OUTLAY FUND BUDGET, DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN AN AMOUNT NOT TO EXCEED \$30,000.00; TO ENTER INTO A MEMORANDUM OF UNDERSTANDING ("MOU") WITH THE BLUE HERON NATURE PRESERVE, NON PROFIT ORGANIZATION, FOR THE MAINTAINENCE OF THE BLUE HERON NATURE PRESERVE PROPERTY; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$219,780.00

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 7.23.07
(date)

Reviewed by: [Signature] 8/16/07
(date)

Submitted to Council: _____
(date)